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FILED
Superior Court of California
County of Los Angeles
09/29/2026
David W. Slayton, Executive Officer / Clerk of Court
By: R. Corleto Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JOHN PALOS, an individual, and on behalf of all others similarly situated,

Plaintiff,

vs.

STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC., a California corporation; and DOES 1 through 50 inclusive,

Defendants.

Case No. 24STCV02270

[*Assigned for all purposes to: The Hon. Elihu M. Berle, Dept. 6]*

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT

Action Filed: January 29, 2024

The Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") in the above referenced case came before this Court, in Department 6, Honorable Elihu M. Berle, presiding.

The Court, having considered the Joint Stipulation of Class Action Settlement ("Settlement Agreement") and all other papers filed in this action, and good cause appearing, hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable, and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement Agreement attached as Exhibit "1" to the Declaration of Michael Elkin in Support of Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of $850,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b) $40,000.00 allocated to penalties under the Private Attorneys General Act of 2004 ("PAGA"), distributed as follows: 25% ($10,000) to the PAGA Employees and 75% ($30,000) to the California Labor and Workforce Development Agency; (c) Class Representative Enhancement Payment of up to $5,000.00 each to Plaintiffs; (d) Class Counsel's attorneys' fees, not to exceed 35% of the Gross Settlement Amount ($297,500), and up to $30,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration costs of up to $9,000.

3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the class members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel

for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A final fairness hearing on the question of whether the proposed settlement, attorney's fees and costs to Class Counsel, and the class representative's enhancement award should be finally approved as fair, reasonable and adequate as to the members of the class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the following class (the "Settlement Class"):

> all individuals who are or previously were employed by Defendant Stearns, Conrad and Schmidt, Consulting Engineers, Inc. who were classified as non-exempt in the State of California from January 29, 2020 to December 31, 2025.

6. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Classes are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints, for settlement purposes only, John Palos, Daniel Solorzano and Theodore Cox as Class Representatives.

8. The Court appoints, for settlement purposes only, Michael Elkin and Jessica Gamboa of Elkin Gamboa, LLP, and David D. Bibiyan Esq. of Bibiyan Law Group, P.C. as Class Counsel. The Court further preliminary approves Class Counsel's ability to request attorneys' fees of up to 35% of the Gross Settlement Amount ($297,500), and up to $30000.00 in costs.

9. The Court appoints Apex Class Action LLC, as the Settlement Administrator with reasonable administration costs estimated not to exceed $9,000.

10. The Court approves, as to form and content, the Class Notice, attached hereto as **Exhibit "1"** and incorporated herein, and finds that the Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the proposed settlement terms and of their options, including: (l) the nature of the action, the definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement; (2) Named Plaintiffs' and Class Counsel's applications for the class representative's enhancement award, and Class Counsel's request for attorney's fees and litigation costs; (3) a formula used to determine the Class Member's estimated payment; (4) Settlement Class Members' rights to appear through counsel if they desire; (5) how to object to the Settlement or submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain additional information regarding the action and the Settlement. Counsel for the Parties are authorized to correct any typographical errors in settlement and make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the documents.

11. The Court approves the procedure for Class Members to participate in, request exclusion from, or object to, the Settlement Agreement, and preserve appeal rights as set forth in the Settlement Agreement and the Class Notice.

12. The Court finds that the deadlines and method set forth in the Settlement Agreement for the mailing of the Notice meet the requirements of due process, provide the best notice practicable under the circumstances, constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the requirements of California law and due process.

13. Defendant is directed to provide the Settlement Administrator, not later than October 7, 2026, the Class List, as set forth in the Settlement Agreement.

14. The Court directs the Settlement Administrator to send out the Notice attached hereto as Exhibit "1" to Class Members via first class mail by October 21, 2026, and to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in conformity

with this Order.

15. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

16. Any class member who does not request exclusion from the settlement may object to the Settlement Agreement.

17. The Court orders the following Implementation Schedule:

Defendant to Provide Class List to Settlement Administrator	October 7, 2026
Settlement Administrator to mail Notice Packets by First Class Mail	October 21, 2026
Deadline for Class Members to submit Requests for Exclusion and Objections to the Settlement	December 21, 2026
Deadline to file Motion for Final Approval and application for award of attorneys' fees, costs and service payments	November 20, 2026
Deadline for filing of any written opposition to the Motion for Final Approval, filing any response to an objection to the Settlement, and final report from Settlement Administrator regarding Requests for Exclusion and Objections received	January 7, 2027
Deadline for filing of any written reply to any opposition to the Motion for Final Approval	5 court days prior to the hearing on the Motion for Final Approval
Final Approval Hearing	January 21, 2027 at 11:00 a.m. in Department 6.

18. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

19. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class and PAGA action, or of any wrongdoing or violation of law by Defendant. Neither the Agreement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Agreement and Settlement. The obligations set forth in the Agreement are deemed part of this Order.

IT IS SO ORDERED.

DATED: 09/29/2026

Elihu M. Berle

Elihu M. Berle / Judge

Hon. Elihu M. Berle
Judge of the Superior Court

EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuits ("Actions") against STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. ("STEARNS, CONRAD AND SCHMIDT" or "Defendant") for alleged wage and hour violations. The Actions were filed by former employees of Defendant, John Palos, Daniel Solorzano, and Theodore Cox ("Plaintiffs") and seeks payment of (1) back wages and other relief for a class of non-exempt, hourly-paid employees ("Class Members") who worked for STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. during the Class Period (January 29, 2020– December 31, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt, hourly-paid employees who worked for Defendant during the PAGA Period (October 17, 2022– March 15, 2026). ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two

basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant as described in section 3 below.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is December 21, 2026**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel

Written Objections Must be Submitted by the Response Deadline (December 21, 2026)	and Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on January 21, 2027 at 11:00 a.m., at the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 6 before Judge Elihu M. Berle. This hearing may change as explained below in Section **8**. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods **Witten Challenges Must be Submitted by the Response Deadline (December 21, 2026)**	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers and want to challenge the number, you must do so by December 21, 2026. See Section **4** of this Notice.

1. What is the Action about?

Plaintiffs were non-exempt employees of Defendant. The Actions accuse Defendant of violating California labor laws by failing to pay all regular wages, minimum wages and overtime wages due, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act ("PAGA").

Defendant denies that it has done anything wrong and disputes all the claims in the Actions. So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Actions by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Actions and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to Final Approval by the Court. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What are the terms of the Settlement?

Gross Settlement Amount. **Defendant has agreed to pay an "all in" amount of Eight Hundred Fifty Thousand Dollars ($850,000.00) (the "Gross Settlement Amount") to fund the settlement of the Actions.** The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator in equal, quarterly installments over a one-year period. All employer-side payroll taxes will be due within 14 days after payment of the Gross Settlement Amount. The "Effective Date" means the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator shall disburse all Individual Class Payments and all Individual PAGA Payments via mailing checks.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiffs and/or Class Counsel

will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed $9,000.00, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed 35% of the Gross Settlement Amount, which presently equals $297,500.00, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed $30,000.00. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. Class Representative Service Payments in an amount not more than $5,000.00 to each Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate Plaintiffs for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.

- PAGA Penalties. A payment of $40,000.00 relating to Plaintiffs' claim under PAGA, $30,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining $10,000.00 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($10,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is October 17, 2022 through March 15, 2026.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least $_____. The Administrator will pay an Individual Class Payment from the Net

Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Ten (10%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Ninety Percent (90%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will go to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member disputes over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 8 of this Notice.

3. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints which occurred during the Class Period during employment in a non-exempt position in California, and expressly excluding all other claims including Plaintiffs Palos, Solorzano's and Cox's individual claims that are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount, the State of California and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints and the PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt position in California and expressly excluding all other claims including Plaintiffs Palos, Solorzano's and Cox's individual claims that are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Actions will apply to you and legally bind you.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

4. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendant's records reflect that you worked <<_____>> Workweeks during the Class Period (January 29, 2020 through December 31, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the PAGA Period (October 17, 2022 through March 15, 2026). Based on this information your estimated Individual PAGA Payment is <<_____>>.

If you do not respond, a check will be mailed to you after the Court approves the Settlement.

If you wish to challenge the Workweek and/or PAGA Pay Period information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is December 21, 2026 [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

If you do nothing, your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Class Notice has the Administrator's contact information.

6. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement**, **and you will not be bound by its terms.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your share of the PAGA Penalties, if any, is set forth in Section 4 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is December 21, 2026. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Palos, et al. v. Stearns, Conrad and Schmidt, Consulting Engineers, Inc., et al.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Palos, et al. v. Stearns, Conrad and Schmidt, Consulting Engineers, Inc., et al.,* Case No. 24STCV02270. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after December 21, 2026, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

7. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for January 21, 2027, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can view them on the Public Portal page for the California Superior Court for the County of Los Angeles (https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information) and by entering the Case No. 24STCV02270.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is December 21, 2026** [sixty

(60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Palos, et al. v. Stearns, Conrad and Schmidt, Consulting Engineers, Inc., et al.*, Case No. 24STCV02270, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:
Name of Company: _____
Mailing Address: _____
Telephone Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL

Michael Elkin
Elkin Gamboa, LLP
4119 W. Burbank Blvd., Suite 110
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Telephone: 323.372.1202
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Vedang J. Patel
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DEFENDANT'S COUNSEL

Lindsey N. Casillas Esq.
KLINEDINST P.C.
Imbar Sagi-Lebowitz Esq.
801 K St Ste 2100, Sacramento, CA 95814
E-Mail: lcasillas@klinedinstlaw.com

8. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at 11:00 a.m. (Pacific Standard Time) on January 21, 2027, in Department 6 of the Superior Court of California, County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012, before Judge Elihu M. Berle. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's tentative ruling website the day before by entering the case number 24STCV02270 at https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/online-services-tentative-rulings. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel above.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, hearing dates are posted on the Internet via the Public Portal page for the California Superior Court for the County of Los Angeles (https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information) and by entering the Case No. 24STCV02270.

9. How Can I Get More Information?

You may call the Administrator at _____ or write to *Palos, et al. v. Stearns, Conrad and Schmidt, Consulting Engineers, Inc., et al.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may view a copy of the Class Action and PAGA Settlement Agreement, the Judgment, the motion for final approval and attorneys' fees, costs and service award, or other Settlement documents by examining the Court's file on the Internet via the Public Portal page for the California Superior Court for the County of Los Angeles (https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information) and by entering the Case No. 24STCV02270. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at 312 North Spring Street, Los Angeles, CA 90012.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes -** To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

- **What if You Fail to Cash a Check -** Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.

- **What if You Lose Your Check -** If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

PROOF OF SERVICE

(C.C.P. §§ 1013a and 2015.5)

I, JUAN JOSE GARCIA, declare as follows:

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is 4119 W. Burbank Blvd, Suite 110, Burbank, CA 91505. My email address is juan@elkingamboa.com.

On September 24, 2026, I caused to be served the foregoing document described as **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT** on the interested parties in this action as follows:

Imbar Sagi-Lebowitz, Esq. Lindsey N. Casillas, Esq. Klinedinst 801 K. Street, Ste. 2100 Sacramento, CA 95814	Attorneys for Defendants SCS Engineers and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. Tel: (916) 282-0100 Email: lcasillas@klinedinstlaw.com mfair@klinedinstlaw.com isagi-lebowitz@klinedinstlaw.com

☒ CASE ANYWHERE: By electronically serving the document(s) via Case Anywhere to the parties and/or counsel who are registered to use Case Anywhere in this matter, as identified above.

☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 24, 2026, at Burbank, California.

JUAN JOSE GARCIA